

AO 120 (Rev. 08/10)

<b>TO:</b> <b>Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
---	---

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
filed in the U.S. District Court Central District of California on the following

☒ Trademarks or ☐ Patents. ( ☐ the patent action involves 35 U.S.C. § 292.);

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT Central District of California	
PLAINTIFF Conopco, Inc. d/b/a Unilever <b>CV12-10591</b>		DEFENDANT P.E. Rubaloff Co., Inc., Karen Rubaloff and Phillip Rubaloff	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1 See attached Schedule A		<div style="text-align: right;"> 12 DEC 11 AM 10:25  CLERK U.S. DISTRICT COURT  CENTRAL DIST. OF CALIF.  LOS ANGELES  JP </div>	
2			
3			
4			
5			

FILED

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1			
2			
3			
4			
5			

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT  See attached
--

CLERK <b>TERRY NAFISI</b>	(BY) DEPUTY CLERK <i>Irene Ramirez</i>	DATE <b>08/28/2013</b>
------------------------------	---	---------------------------

Copy 1—Upon initiation of action, mail this copy to Director    Copy 3—Upon termination of action, mail this copy to Director  
Copy 2—Upon filing document adding patent(s), mail this copy to Director    Copy 4—Case file copy

**SCHEDULE A**

Pursuant to the Court's request, attorneys for Plaintiff Conopco, Inc. d/b/a Unilever hereby list the following trademark registrations, the rights in which Plaintiff seeks to enforce in this lawsuit:

Trademark Registration No.	Issuance Date of Trademark	Holder of Trademark Registration
1,698,261	June 30, 1992	Conopco, Inc.
1,699,679	July 7, 1992	Conopco, Inc.
2,052,770	April 15, 1997	Conopco, Inc.
2,413,151	December 12, 2000	Conopco, Inc.
2,517,212	December 11, 2001	Conopco, Inc.
2,534,236	January 29, 2002	Conopco, Inc.
2,570,018	May 14, 2002	Conopco, Inc.
2,610,422	August 20, 2002	Conopco, Inc.
2,764,807	September 16, 2003	Conopco, Inc.
2,803,161	January 6, 2004	Conopco, Inc.
2,817,975	February 24, 2004	Conopco, Inc.
3,052,892	January 31, 2006	Conopco, Inc.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13

14  
15 CONOPCO, INC. d/b/a UNILEVER

16 Plaintiff,

17 v.

18 P.E. RUBALOFF CO., INC., KAREN  
19 RUBALOFF and PHILLIP RUBALOFF

20 Defendants.  
21  
22

Case No. CV12-10591 JAK(JCx)

**JS-6**

23 **CONSENT JUDGMENT**  
24

25 WHEREAS, this action was commenced on December 11, 2012 by the filing of  
26 the Summons and Complaint, copies of the Summons and Complaint having been  
27 duly served on the defendants; and  
28

1 WHEREAS, in the Complaint, Plaintiff Unilever seeks injunctive relief and  
2 monetary damages against defendants P.E. Rubaloff Co., Inc., Karen Vondra (sued as  
3 Karen Rubaloff) and Phillip Rubaloff (collectively, “Defendants”) for various claims  
4 of federal counterfeiting, trademark infringement, unfair competition and dilution and  
5 various related claims under California state law and the common law.

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

7 A. Defendants, any entities controlled by any of Defendants, in whole or  
8 part, their agents, servants, employees, and attorneys and any person(s) or entities  
9 acting in concert or participation with any of them, shall:

10 (1) permanently cease all use of the DOVE®, CARESS®, LEVER 2000®,  
11 LUX®, and other Unilever trademarks, or any name, mark, or domain name that  
12 incorporates DOVE, CARESS, LEVER 2000, LUX or other Unilever trademarks or  
13 any name, mark or domain name that is confusingly similar to the DOVE®,  
14 CARESS®, LEVER 2000®, LUX®, or other Unilever trademarks for any goods or  
15 services throughout the world;

16 (2) permanently cease all sale, distribution, delivery, importation, marketing,  
17 advertising and promotion of any DOVE®, CARESS®, LEVER 2000®, LUX® or  
18 other Unilever branded products not intended by Plaintiff for sale in the United States  
19 or Canada;

20 (3) permanently cease all sale, distribution, delivery, importation, marketing,  
21 advertising and promotion of any DOVE®, CARESS®, LEVER 2000®, LUX® or  
22 other Unilever branded products re-packaged by Defendants; and

23 (4) permanently cease all sale, distribution, delivery, importation, marketing,  
24 advertising and promotion of any DOVE®, CARESS®, LEVER 2000®, LUX® or  
25 other Unilever branded products in which Unilever’s universal product codes have  
26 been removed;

27 ///  
28

1 (5) within 48 hours of this Consent Judgment, provide written notice to each  
2 and every warehouse, distributor, store and entity to whom Defendants sold or  
3 distributed any unauthorized gray market or re-packaged DOVE®, CARESS®,  
4 LEVER 2000®, LUX® or other Unilever branded products (collectively the  
5 “Unauthorized Products”) , providing the universal product codes of all Unauthorized  
6 Products and stating the following:

7 Please be advised that due to a court approved settlement, we request that you  
8 remove the following DOVE®, CARESS®, LEVER 2000®, LUX® and other  
9 Unilever branded products with the following universal product codes, which  
10 we sold to you, from your store shelves and cease all sales of these products.  
11 We will pick up any remaining inventory of these products within 30 days.  
Thank you for your compliance.

12 and (6) provide to Unilever a copy of all correspondence between Defendants  
13 and any other entity regarding the purchase, sale, manufacturing, distribution,  
14 shipment or delivery of the Unauthorized Products;

15 (7) within 30 days of the date of this Consent Judgment, recall any  
16 Unauthorized Products and deliver the Unauthorized Products to Unilever for  
17 destruction.

18 B. Defendants are ordered to deliver to Unilever an affidavit sworn under  
19 penalty of perjury:

20 (1) representing and warranting that Defendants do not have in storage or in  
21 their inventories any Unauthorized Products, and that no further shipments of such  
22 products of any Unauthorized Products are expected;

23 (2) identifying all products and other materials sold, distributed, advertised  
24 or promoted by Defendants which incorporate the DOVE®, CARESS® and/or  
25 LEVER 2000®, LUX® or any other Unilever trademarks;

26 ///  
27  
28

1 (3) identifying Defendants' sales and profits realized in connection with the  
2 Unauthorized Products;

3 (4) listing each and every warehouse, distributor, store and entity to whom  
4 they sold or distributed the Unauthorized Products or any other products or materials  
5 incorporating any intellectual property belonging to Unilever and/or any of its direct  
6 or indirect parents, subsidiaries, affiliates and/or related companies;

7 (5) listing each and every manufacturer, distributor, store, entity or  
8 individual from whom Defendants purchased or obtained the Unauthorized Products  
9 or any other products or materials incorporating any intellectual property belonging to  
10 Unilever and/or any of their direct or indirect parents, subsidiaries, affiliates and/or  
11 related companies; and

12 (6) providing the identity and contact information of any third parties selling  
13 the Unauthorized Products.

14 C. The foregoing provisions of Paragraphs A and B do not apply to  
15 DOVE®, CARESS®, LEVER 2000®, LUX® or other Unilever branded products  
16 which are intended by Plaintiff for sale in the United States and which have not been  
17 repackaged or otherwise modified by Defendants.

18 D. In the event any of the Defendants fail(s) to comply with any provision  
19 or term of this Settlement Agreement, the Defendants shall pay, jointly and severally,  
20 Plaintiff's attorney's fees and costs incurred in enforcing this Consent Judgment plus  
21 an amount equal to \$100,000 per violation to Unilever, which the Defendants hereby  
22 acknowledge is not a penalty, but is instead a reasonable forecast of and to  
23 compensate Unilever for probable damages. Defendants also hereby acknowledge  
24 that such \$100,000 per violation payment shall not limit Unilever from seeking its  
25 actual damages to the extent Unilever reasonably believes its actual damages exceed  
26 \$100,000.

27 ///  
28

1           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that  
2 Defendants irrevocably consent to the exclusive jurisdiction of and venue in this  
3 Court, that this Court retains jurisdiction to resolve any disputes between the parties.

4 CONOPCO, INC.

P.E. RUBALOFF CO., INC

5 By: \_\_\_\_\_

By: \_\_\_\_\_

6 Name: \_\_\_\_\_

Name: \_\_\_\_\_

7 Title: \_\_\_\_\_

Title: \_\_\_\_\_

8 Date: \_\_\_\_\_

Date: \_\_\_\_\_

9 PHILLIP RUBALOFF

KAREN VONDRA (sued as Rubaloff)

10 \_\_\_\_\_  
11 Date: \_\_\_\_\_

\_\_\_\_\_

12  
13  
14  
15  
16 Los Angeles, California

17 August 28, 2013

  
\_\_\_\_\_  
HONORABLE JOHN A. KRONSTADT  
UNITED STATES DISTRICT JUDGE

18  
19  
20 DM2\4431897.1  
21  
22  
23  
24  
25  
26  
27  
28